

This Indenture, made by and between HENRY M. JAMES

party of the first part, ARLIE B. USSERY, 136 LINDEN AVE., MEMPHIS, TN
party of the second part, as Trustee, and
L G & W FEDERAL CREDIT UNION, 136 LINDEN AVE., MEMPHIS, TN 38103

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 4, Section A, Fairhaven Estates situated in Sections 2 and 3, Township 2 South, Range 6 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 53, pages 1-2, Chancery Clerk's Office, DeSoto County, Mississippi.

TRANSFER OF THE PROPERTY: If all or any part of the property or an interest therein is sold or transferred by Borrower, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

This conveyance is made in trust, however, to secure the payment of \$ 70,000.00 evidenced by the following promissory notes of even date herewith:

One promissory note of even date herewith made by the party of the first part herein; payable to the order of L G & W Federal Credit Union, together with interest thereon at the rate of 7.25 percent per annum from date hereof until maturity, payable in 260 bi-weekly installments at \$379.99, beginning on the 27th day of June, 1997, and a like amount bi-weekly thereafter until paid in full. The privilege is reserved and given to make additional payments on the principal balance on the due date of any installments prior to maturity without penalty.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 29th day of May 19 97

STATE MS. - DESOTO CO. FILED

Henry M. James
Henry M. James

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W.E. DAVIS CH. CLK.

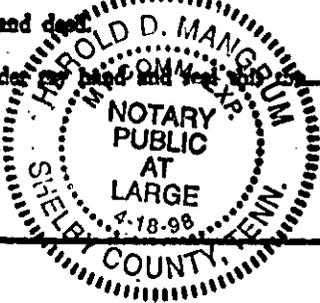
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STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Henry M. James

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his
voluntary act and deed.

Given under his hand and seal this 29th day of May 1997



Harold D. Mangrum
Notary Public

PROPERTY ADDRESS:
10222 Victor Drive
Olive Branch, MS 38654

Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone 19011 525-4343

TRUST DEED

FROM
HENRY M. JAMES

TO

ARLIE B. USSERY

Trustee

FOR THE USE OF

L G & W FEDERAL CREDIT UNION

STATE OF MISSISSIPPI

County of _____ ss.

I, _____ Clerk
of the Chancery Court and ex-officio Recorder for the
County and State aforesaid, do hereby certify that the
within instrument of writing was filed for record in my
office on the _____ day of _____

A.D. 19____ at _____ o'clock _____ M., and has been

this day duly recorded in Trust Deed Record _____

Page _____

IN WITNESS my hand and official seal, this

_____ day of _____ 19____

Clerk

THIS INSURANCE is the only guaranteed
protection against real estate title lossca.

MTC Form C017

MEMPHIS TITLE
DIVISION OF ST PAUL COMPANY